

OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Miller & Chevalier Chartered		2. Registration Number 6533						
3. Primary Address of Registrant 900 16th St., NW Washington, DC 20006								
4. Name of Foreign Principal Movement for Quality Government in Israel	5. Address of Foreign Principal P.O. Box 36054 Jerusalem 9136001 Israel							
6. Country/Region Represented Israel								
7. Indicate whether the foreign principal is one of the following:								
<input type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Non-profit organization</u></td> </tr> </table>			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Non-profit organization</u>
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Non-profit organization</u>							
<input type="checkbox"/> Individual-State nationality _____								
8. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant								
b) Name and title of official with whom registrant engages								

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The Movement for Quality Government in Israel (MQG) is an independent, non-partisan, grass roots, non-profit organization. With tens of thousands of members, MQG is one of Israel's largest and most effective public interest organizations. On behalf of all Israel's citizens, irrespective of social, economic, ethnic or religious divisions, the MQG not only exposes public corruption and regulative flaws but actively promotes the rule of law and better government.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒


11. Explain fully all items answered "Yes" in Item 10(b).

MQG is owned by its members, which number in the tens of thousands. Many of these members are Israel citizens. The members elect a board to administer the organization. That board sits in Israel.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
7/28/20	William P. Barry	

OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Miller & Chevalier Chartered	6533

3. Name of Foreign Principal
Movement for Quality Government in Israel

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? September 23, 2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Miller & Chevalier Chartered will represent the Movement for Quality Government in connection with its referrals to U.S. authorities of potential violations of U.S. laws impacting governance matters in the State of Israel and advise the Movement for Quality Government regarding potential whistleblower claims, if any, associated with such referrals.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Miller & Chevalier Chartered has analyzed documents and information provided by the Movement for Quality Government in Israel in order to identify and evaluate potential US criminal and regulatory violations impacting governance matters in the State of Israel. Miller & Chevalier Chartered will represent the Movement for Quality Government in Israel in connection with referrals to U.S. authorities of potential violations of U.S. laws impacting governance matters in the State of Israel. Miller & Chevalier Chartered will advise the Client regarding potential whistleblower claims, if any, associated with such referrals. Miller & Chevalier Chartered will advise the Movement for Quality Government in Israel with respect to interaction with media sources, if necessary.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
9/23/2020	Movement for Quality Government in Israel	Legal fees for services rendered.	\$39,966

\$39,966

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
------	-----------	---------	--------

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.


EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

<u>9/28/20</u>	<u>William B. Berry</u>	<u></u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Miller & Chevalier

William P. Barry
Member
(202) 626-5974
wbarry@milchev.com

September 24, 2020

PRIVILEGED & CONFIDENTIAL

Via E-mail to Uri@mqg.org.il

Uri Adika, CFO
The Movement for Quality Government in Israel, (a registered non-profit association)
P.O. Box 36054
Jerusalem 9136001
Israel

Dear Mr. Adika:

We are pleased that you have asked Miller & Chevalier Chartered (the "Firm") to serve as counsel to the Movement for Quality Government in Israel ("MQG"). We appreciate the trust you have placed in us and will undertake to justify it in all of our work for the MQG.

This letter will confirm our discussions regarding the engagement and describe the basis on which our Firm will provide legal services to the MQG. Please call me if you have any questions about this letter and notify me immediately if any term is not acceptable to MQG.

1. **Client and Scope of Representation.** We have been engaged to provide legal advice and representation to MQG (hereinafter, "the Client") in connection with the Client's referrals to U.S. authorities of potential violations of U.S. laws impacting governance matters in the State of Israel and to advise the Client regarding potential whistleblower claims associated with such referrals. The Client and the Firm may mutually agree to limit or extend our services to other matters, provided such change is confirmed to us in writing. If such an extension of our services occurs, the provisions of this letter will apply, unless otherwise subsequently changed in writing, to any such expanded or subsequent representation.

Our services will be performed in accordance with the District of Columbia Rules of Professional Conduct and these Rules will apply to our conduct, both during and after this engagement, including those Rules that apply to conflicts of interest. Any expressions on our part concerning the outcome of legal matters are expressions of our best professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Miller & Chevalier Chartered . 900 16th Street NW . Washington, DC 20006
T 202.626.5800 . millerchevalier.com

Mr. Uri Adlka, MQG
September 24, 2020
Page 2

The Client agrees to be candid and cooperative with us, to keep us informed, and to provide us with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us.

Given the scope of work anticipated in the services involved it is likely that the Firm will be required to register under the Foreign Agents Registration Act (FARA). The Client agrees that it will provide all necessary information and authorizations to facilitate that process, including the initial registration and periodic reports.

2. Fees and Expenses. The Client agrees to pay our statements for services and expenses as provided below.

We will keep records of the work we undertake on the Client's behalf. I will be primarily responsible for the matter, along with James Tillen and Paul Leder. Others may work on this matter as required, and we will strive at all times to staff the case in order to maximize quality and efficiency.

The flat fee structure described below contemplates typical expenses for a matter such as this. No separate charges are made for secretaries, overtime, local telephone, incoming and outgoing faxes or regular postage and internal document production.

The Client agrees that in the event government regulators request substantial document production requiring litigation support and the processing of electronic files, payments to third party vendors and other similar fees, the Client will be responsible for such expenses. Such expenses, and any other expenses not consistent with the typical law firm overhead described above, will be incurred only after approval by the client.

The Client agrees that in order to avoid expenses associated with translation of documents, the Client will translate relevant documents into English as necessary and as agreed by the Firm and the Client in the course of the project.

The fee structure for this matter is described below. The Client and the Firm agree that they may discuss potential adjustments to fees in the event that the assumptions underlying the fee structure materially change, or if a change of scope is required. The fee structure is as follows:

- **Flat Fee 1: \$30,000** — Presentations to various government agencies.
 - This amount will be due and payable upon completion of the initial presentations to the relevant government agencies.

Miller & Chevalier Chartered . 900 16th Street NW . Washington, DC 20006
T 202.626.5800 . millerchevalier.com

Mr. Uri Adika, MQG
September 24, 2020
Page 3

- **Flat Fee 2: \$20,000** — Initiation of investigation by one or more U.S. government agencies.
 - This amount will be due and payable upon initiation of an investigation by one or more U.S. government agencies based on the work undertaken by the Firm. The Client acknowledges that U.S. agencies do not typically make public announcements of such investigations. Therefore, it is agreed that correspondence with such agencies, public disclosure by the subjects of the investigations, or other notice can suffice to satisfy this requirement.
- **Flat Fee 3: \$10,000** for advice regarding the filing of a whistleblower claim with the Internal Revenue Service (IRS) or Securities and Exchange Commission (SEC).
 - \$10,000 will be due and payable upon the provision of such advice and, as applicable, the filing of the required claim forms with the IRS or SEC.
 - In the event the Client receives an award pursuant to the filing of any claim identified in this phase, 20% of the gross recovery of such claim shall be due and payable to the Firm within 30 days of receipt of the recovered amount by the Client.

If the Client has any special policies with respect to information it wants to have included in our statements, please advise us promptly. If statements remain unpaid for more than 45 days, we reserve the right to suspend performing services until arrangements for payment satisfactory to us are made. Please review our statements when they are received and direct any questions to me promptly so that questions can be quickly resolved. Wire transfers are welcome and can be arranged by contacting the Controller of the Firm. If the Client is sending a check, please include a copy of the statement with it for proper crediting, especially if multiple matters are covered.

We will give the Client prompt notice if its account becomes delinquent, and the Client agrees to bring the account or the retainer deposit current. If the delinquency continues and the Client does not arrange satisfactory payment terms, we will withdraw from the representation and pursue collection of this account. The Client agrees to pay the costs of collecting the debt, including court costs, filing fees, and reasonable lawyers' fees.

3. **Retainers and Trust Deposits.** If the account of the Client becomes delinquent at any time during the engagement, the Firm may request a retainer to cover part or all of its fees and expenses. When the Client provides a retainer following such a request, the Firm will deduct the amount of the monthly bills from the retainer and the Client will then replenish the retainer monthly. If the retainer is not sufficient to cover the monthly bills for fees and costs, the Client will promptly pay the excess amount. If the retainer deposit proves insufficient to cover current expenses and fees at some point during the representation, it may have to be increased. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned.

Miller & Chevalier Chartered . 900 16th Street NW . Washington, DC 20006
T 202.626.5800 . millerchevalier.com

Mr. Uri Adika, MQG
September 24, 2020
Page 4

4. Conflicts. The Firm represents many other companies, organizations, and individuals. It is possible that during the time we are representing the Client, some of our present or future clients will be engaged in transactions, or encounter disputes, with the Client. The Client agrees that members of the Firm, other than those who shall represent, or otherwise perform services to, the client, may continue to represent, and may undertake in the future to represent, existing or new clients in any matter, including litigation, that is not related to our work for the Client and does not adversely limit the responsibility we have to the Client even if the interests of such clients in those matters are directly adverse to it. This includes lobbying and federal, state, or local tax matters that might involve issues, the resolution of which might be adverse to the Client's interests.

We agree that this prospective consent to conflicting representation shall not apply in any instance where, as a result of our representation of the Client, we have obtained proprietary or other confidential information of a non-public nature that, if known to such other client, could be used in any such other matter to the Client's material disadvantage.

In addition, the Client agrees that if a permitted conflicting representation does arise in the future, and it seeks to withdraw its consent to the conflicting representation, we may withdraw from our representation of the Client. The Client also agree that it will not assert that this representation should disqualify us or otherwise prevent us from that representation. This advance consent does not, of course, authorize our disclosure or use of any client confidences.

5. Conclusion of Representation. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to our professional obligations to the Client under the Rules of Professional Conduct. Unless previously terminated, our representation of the Client will terminate upon our sending the Client our final statement for services rendered in this matter.

Following termination, any otherwise nonpublic information supplied to us that we retain, will be kept confidential in accordance with the Rules of Professional Conduct. At the Client's request, all papers and property provided to us will be returned promptly upon receipt of payment of all outstanding statements. We will retain our own files pertaining to this matter. These files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, and internal memoranda. We will not retain any other files pertaining to this case except with the written approval of the Client.

The Firm currently retains client files for eight (8) years. During this period, if documents are only in electronic form, we will keep them in that form. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to convert paper documents to electronic form and keep them in that form, rather than retain paper documents. After this period the Firm generally destroys its inactive files, unless the Client instructs us

Miller & Chevalier Chartered . 900 16th Street NW . Washington, DC 20006
T 202.626.5800 . millerchevalier.com

Mr. Uri Adika, MQG
September 24, 2020
Page 5

otherwise at the time that we conclude this representation. If the Client has any instructions to us about the ultimate disposition of its files, please let us know.

6. Post-Representation Matters. After termination of this representation, changes might occur in applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless the Client specifically engage us to provide additional advice on issues arising from such changes, the Firm has no continuing obligation to advise it with respect to future legal developments.

Once again, we are pleased to have this opportunity to work with the Movement for Quality Government in Israel. If the foregoing accurately states the understanding between us, please signify your agreement by signing and returning a copy of this letter to me.

Sincerely,

Miller & Chevalier Chartered

By: 

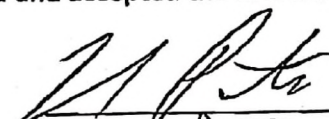
CC: Michael Partem

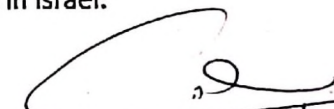
Agreed and accepted the Movement for Quality Government in Israel:

By:

Title:

Date


MICHAEL PARTEM
BOARD MEMBER
25/Sept/2020


Shahaf Gat, CEO
25/9/20

התנועה למען
איכות השלטון בישראל (ע"ר)
מספר עמותה 580178697
ת.ד. 36054 ירושלים 9136001

Miller & Chevalier Chartered . 900 16th Street NW . Washington, DC 20006
T 202.626.5800 . millerchevalier.com